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January 31, 2014

Via ECF

Honorable Kiyo A. Matsumoto  
United States District Court  
Eastern District of New York  
225 Cadman Plaza East  
Brooklyn, New York 11201

Re: Redi Fresh Produce, Inc. v. Global Tropical Fresh Fruit Corp., et al.  
E.D.N.Y. Case No.: 14-CV-0340 (KAM)(RML)

Dear Judge Matsumoto:

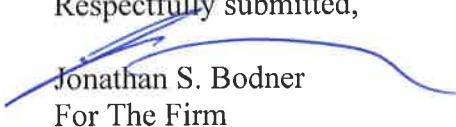
This firm represents Global Tropical Fresh Fruit Corp. ("Global Tropical") in the above matter.

This correspondence shall confirm that: (a) the undersigned is in possession of all six (6) Contracts for Sale with Riders, each signed by both the seller and purchaser, and (b) upon review it appears that all six (6) Contracts for Sale provide for the same: (i) seller, (ii) purchaser, (iii) purchase price, (iv) deposit, and (v) satisfaction of PACA claims condition for closing.

Upon careful review, there does not appear to be any identifiable difference between the Contract for Sale for Unit 50 signed and produced in Court yesterday with the Contracts for Sale for Units 58, 60, 91, 93 and 95, other than one minor adjustment that I have been informed at Paragraph 9 of the Rider (dealing with pre-closing wall construction) that provides for additional indemnification by the seller to the buyer in connection therewith, and which will be handwritten into the Contract for Sale for Unit 50 for uniformity. Global Tropical's real estate attorneys, Goldfarb & Goldfarb, Esqs., as well as its principal, Mr. Ehrlich, confirm accordingly. Global Tropical respectfully submits that this minor revision to Paragraph 9 of the Rider made after the hearing does not relate to the paragraphs regarding the PACA creditor's claims.

Please advise of any questions or concerns.

Respectfully submitted,

  
Jonathan S. Bodner  
For The Firm

cc: Redi Fresh Produce, Inc., Attn: Paul T. Gentile, Esq.  
Global Tropical Fruits, LLC, Attn: Anthony Rainone, Esq.  
Stein, Wiener & Roth, LLP, Attn: Elizabeth Meyer-Aquino, Esq  
Goldfarb & Goldfarb, Esqs., Attn: Charles Goldfarb, Esq.  
Global Tropical Fresh Fruit Corp., Attn: Harvey Ehrlich, Principal